



Town Council Agenda Report

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A Resolution of the Town of Davie, Florida, authorizing the Mayor and Town Administrator to enter into an agreement for Highway Beautification and Maintenance for the Stirling Road / I-75 Overpass.

REPORT IN BRIEF: The Florida Department of Transportation, at the request of the adjacent residents of the Ivanhoe Community and the Town of Davie, previously removed all of the exotic vegetation on the overpass of Stirling Road and I - 75. As part of the removal process the Department agreed to install Sabal Palms, Sea Grapes, and Royal Poinciana trees on the bank slopes. This landscape treatment is the Department's standard overpass design with the addition of the Royal Poinciana trees. The project is completely funded by the Florida Department of Transportation.

Upon completion of the project the Town of Davie will assume the maintenance obligation for this area.

PREVIOUS ACTIONS: None

CONCURRENCES: Not Applicable

FISCAL IMPACT:

Is appropriation required? yes Expected additional cost \$ 450.00 / monthly maintenance

Funding appropriated? no

Account Name: Right -of -Way Maintenance

Additional Comments: The maintenance of the medians is currently under contract with a lawn maintenance company. When the project is completed additional services will be required to maintain the new plant material. No money is budgeted, however, we will attempt to absorb the costs from Other Public Works accounts. If it cannot be absorbed, funds will come from contingency.

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution and agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR HIGHWAY BEAUTIFICATION AND MAINTENANCE FOR THE STIRLING ROAD/I-75 OVERPASS.

WHEREAS, funding is available from the Florida Department of Transportation for the beautification of the Stirling Road / I-75 overpass; and

WHEREAS, it is in the best interest of the Town of Davie to enter into the District Four (4) Highway Beautification and Maintenance Memorandum of Agreement DSF-Maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor and Town Administrator to execute the District Four (4) Highway Beautification and Maintenance Memorandum of Agreement DSF-Maintenance, attached hereto as Exhibit A.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

**DISTRICT FOUR (4)
HIGHWAY BEAUTIFICATION and
MAINTENANCE MEMORANDUM OF AGREEMENT
DSF-MAINTENANCE**

THIS AGREEMENT, made and entered into this ____ day of _____, 19____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the "**DEPARTMENT**" and the "**TOWN OF DAVIE**", a municipal corporation of the State of Florida, located in Broward County, existing under the Laws of Florida, hereinafter called the "**AGENCY**".

WITNESSETH:

WHEREAS, as part of the continual updating of the State of Florida Highway System, the Department, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain a **four(4)** lane highway facility as described in Exhibit "A" attached hereto and incorporated by reference herein, within the corporate limits of the **AGENCY**; and

WHEREAS, the **AGENCY** is of the opinion that said highway facilities that contain landscape medians and areas outside the travel way to the right of way line, excluding sidewalk, shall be maintained by periodic trimming, cutting, mowing, fertilizing, litter pick-up and necessary replanting; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution No. _____ dated _____, 19____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **DEPARTMENT** hereby agrees to install or cause to be installed landscaping on the highway facilities as specified in plans and specifications hereinafter referred to as the Project; and incorporated herein as Exhibit "B"
2. The **AGENCY**, agrees to maintain the landscaping within the medians and areas outside the travel way to the right of way line, excluding sidewalk, by periodic trimming, cutting, mowing, fertilizing, litter pickup and necessary replanting, following the Department's landscape safety and plant care guidelines. The **AGENCY's** responsibility for maintenance shall include all landscape/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median and areas outside the travel way to the right of way line, excluding sidewalk, on Department of Transportation right-of- way within the limits

of the Project. Such maintenance to be provided by the **AGENCY** is specifically set out as follows:

To maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means to keep the hardscape areas free from weeds and replacement of any areas becoming in disrepair so as to cause a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way of the right of way line. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

The above named functions to be performed by the **AGENCY**, shall be subject to periodic inspections by the Department. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, repayment, reworking or agreement termination. The **AGENCY** shall not change or deviate from said plans without written approval of the Department.

3. If at any time after the **AGENCY** has assumed the landscaping installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the Department's District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the of **AGENCY**, to place said **AGENCY** on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the Department may at its option, proceed as follows:
 - (a) Maintain the landscaping or a part thereof, with Department or contractor's personnel and invoice the **AGENCY** for expenses incurred, or
 - (b) Terminate the Agreement in accordance with Paragraph 6 of this Agreement and remove, by Department or contractor's personnel, all of the landscaping installed under this Agreement or any preceding agreements except as to trees and palms and charge the **AGENCY** the reasonable cost of such removal.
4. It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise

changed to meet with future criteria or planning of the Department. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscaping after which time the Department may remove same.

5. The Department agrees to enter into a contract for the installation of landscape project for an amount not to exceed \$ 58,000 as defined in Attachment "C".

The Department's participation in the project cost, as described in Attachment "C" is limited to only those items which are directly related to this project. The agencies landscape architect or designee shall assist the Department in final inspection and provide written acceptance of the Project.

6. The **AGENCY** agrees to reimburse the Department all monies expended for the project, should the landscaped area fail to be maintained in accordance with the terms and conditions of this Agreement.
7. This Agreement may be terminated under any one of the following conditions:
 - (a) By the Department, if the **AGENCY** fails to perform its duties under Paragraph 3, following ten (10) days written notice.
 - (b) By the Department, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.
8. The term of this Agreement commences upon execution.
9. To the extent permitted by law, the **AGENCY** shall indemnify and hold harmless the Department, its officers and employees from all suits, actions, claims and liability arising out of the **AGENCY's** negligent performance of the work under this agreement, or due to the failure of the **AGENCY** to maintain the Project in conformance with the standards described in Section 2 of this Agreement.
10. The **AGENCY** may construct additional landscaping within the limits of the rights-of-ways identified as a result of this document, subject to the following conditions:
 - (a) Plans for any new landscaping shall be subject to approval by the Department. The **AGENCY** shall not change or deviate from said plans without written approval by the Department.
 - (b) All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards;

- (c) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscaping installed;
 - (d) No change will be made in the payment terms established under item number five (5) of this Agreement due to any increase in cost to the Department resulting from the installation of landscaping added under this item.
11. This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
 12. The Department, during any fiscal year, shall not expend money, incur and liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.
 13. The Department's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
 14. This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the Department.
 15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
MAYOR

By: _____
District Secretary

Attest: _____ (SEAL)
Clerk

Attest: _____ (SEAL)
Executive Secretary

Approval as to Date
Form

Approval as to Date
Form

SECTION NO. 86016
FIN NO.(s): 40369817201
COUNTY: Broward
S.R. NO.: SR 848(Stirling Rd.

EXHIBIT "A"

PROJECT LOCATION _____

State Road 848 (Stirling Road) from SW. 148th Avenue(Volunteer Road) west
to Hawkes Bluff Avenue

SECTION NO.: 86016
FIN NO: 40369817201
COUNTY: Broward
S.R. NO.: SR 848(Stirling Rd.

EXHIBIT "B"

The Department agrees to install the Project with a contractor in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans.

EXHIBIT B.

I-75

I-75

STIRLING ROAD

N >

**** Sabal Palms and Fakahatchee grass
//// Sea Grape
OO Royal Poinciana

VOLUNTEER ROAD

SECTION NO.: 86016
FIN NO: 40369817201
COUNTY: Broward
S.R. NO.: 848(Stirling Rd.)

ATTACHMENT "C"
(GENERAL)

PROJECT COST

This Exhibit forms an integral part of the Highway Beautification Grant Agreement between the State of Florida, Department of Transportation and the AGENCY.

Dated _____

I. **PROJECT COST:** \$ 58,000.00

I-75 & STIRLING ROAD LANDSCAPE PROJECT

<u>ITEM #</u>	<u>PLANT NAME</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
133b	Sabal palmetto	14'	132	\$9.70/foot	\$17,925.60
27b	Coccoloba uvifera	3 gallon	2,612	\$8.12 each	\$21,209.44
34b	Delonix regia	15 gallon	83	\$80.64 each	\$ 6,693.12
113b	Tripsacum dactyloides	3 gallon	500	\$10.08 each	\$ 5,040.00
155e	Recycled mulch		179.22 cy	\$12.50/cy	\$ 2,240.25
160	Mowing		2 acres	\$60.00/acre	\$ 120.00
161c	Staking and Guying Palms		132	\$24.64 each	\$ 3,252.48
TOTAL COST =					\$56,480.89